

## **CITY OF CORVALLIS SERVICES CONTRACT**

This contract is entered into this 1<sup>st</sup> day of July, 2014 between the City of Corvallis, a municipal corporation of the State of Oregon, hereafter called "City" and MARK LINDGREN, an individual, hereafter called "Contractor."

All notifications necessary under this contract shall be addressed to:

City of Corvallis  
Attention: Marci Laurent  
PO Box 1083  
Corvallis, OR 97339-1083  
541-766-6981

Mark Lindgren  
1313 NE Granger Ave  
Corvallis, OR 97330  
541-754-5958

### **1 TERM**

- 1.1 This contract shall be effective from July 1, 2014 through June 30, 2015.
- 1.2 This contract may be extended, by mutual agreement, for four additional years for a maximum term of five years. Notification of intent to extend the contract will be submitted in writing no less than 30 days prior to the end of the contract. If this contract crosses fiscal years, funding for future years is contingent upon the City Council adopting appropriations.

### **2 SCOPE OF SERVICE**

- 2.1 Attend and record meeting minutes.
- 2.2 Transcribe minutes for submission to appropriate City department.
- 2.3 Contractor shall perform transcription services at a rate of no more than three (3) hours of transcription service per one (1) hour of meeting time. Department Managers, in consideration of meeting complexities, may approve exceptions to this requirement.
- 2.4 Draft Minutes of meetings should be submitted, if possible, to the responsible department within seven (7) calendar days, but not more than fifteen (15) calendar days of the meeting. Department Managers may, on a case-by-case basis, approve exceptions to this requirement.

### **3 COMPENSATION**

- 3.1 In consideration of Contractor's performance, City agrees to pay Contractor TWENTY-FOUR DOLLARS (\$24.00) per hour for the minutes recording services. Compensation will include payment for the time attending meetings and the time necessary to transcribe minutes.
- 3.2 Contractor shall submit monthly invoices by the 10<sup>th</sup> of each month for work completed during the prior month. In the event that a meeting is cancelled without advance notice (24 hours), or less than on (1) hour in length due to a lack of a quorum, the City shall pay the contractor for one (1) hour of meeting time.

- 3.3 Contractor shall be paid via direct deposit to their bank or financial institution. Contractor shall submit the City's Direct Deposit Form prior to payment for services.

#### 4 CITY RESPONSIBILITIES

- 4.1 City agrees to pay Contractor within 30 days of receiving an invoice for services performed. City will report all payments made to Contractor required by the Federal Internal Revenue Service and the State of Oregon Department of Revenue.

#### 5 STATUS

- 5.1 Contractor is retained as an independent contractor and will be responsible for any state or federal taxes resulting from this contract. Contractor is not an "employee" for purposes of OAR 459-10-030(6). Contractor will not be under direct control of City in performing this contract.
- 5.2 Contractor will not be eligible for any federal Social Security, State Workers' Compensation, unemployment insurance, or PERS benefits from this contract, except as a self-employed individual.

#### 6 CONTRACTOR RESPONSIBILITIES

- 6.1 Contractor will make prompt payment to all persons supplying them with labor or materials for the performance of work under this contract. If Contractor fails to make prompt payment of any claim for labor or services furnished in connection with this contract, City may pay the claim and charge the amount against funds due or which may become due to Contractor.
- 6.2 Contractor will pay all contributions or amounts due the Industrial Accident Fund for themselves or any sub-contractor resulting from this contract.
- 6.3 Contractor will not permit any lien or claim to be filed against City on account of any labor or material furnished.
- 6.4 Contractor will pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29U.S.C. 201 *et seq.*).
- 6.5 Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 279B.020, ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29U.S.C. 201 *et seq.*). A person performing work under this agreement may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay as set out in ORS 279B.235..
- 6.6 Contractor agrees to comply with all applicable local, state, and federal laws, rules, and regulations in the performance of this contract, and to pay all fees required by local, state, or federal bodies in the performance of this contract.

## 7 LIABILITY

- 7.1 Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City.
- 7.2 Contractor shall provide insurance as indicated:
  - 7.2.1 Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
  - 7.2.2 Automobile Liability insurance in an amount that satisfies the State of Oregon requirements for licensed drivers; a current copy to be provided to the City.

## 8 GENERAL PROVISIONS

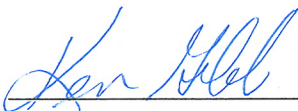
- 8.1 **ASSIGNABILITY:** This contract is for the exclusive benefits of Contractor and City. Any attempt to assign, transfer, or pledge by either party without the prior written consent of the remaining party shall void the contract.
- 8.2 **TERMINATION:** City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days prior written notice by certified mail, return receipt requested of its intent to terminate.
- 8.3 **DISCRIMINATION:** The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.
- 8.4 **PERSONAL IDENTIFYING INFORMATION:** Contractor agrees to safeguard personal identifying information in compliance with Oregon Revised Statute (ORS) 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
- 8.5 **WAIVER:** Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.
- 8.6 **ATTORNEY'S FEES:** In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or

deducted from the balance due under this contract, or be a separate obligation as appropriate.

- 8.7 PREVAILING LAW: This contract is to be governed by, and construed in accordance with, the laws of the State of Oregon.
- 8.8 VENUE: Any disputes about the terms of this contract will be brought before the Benton County Circuit Court.
- 8.9 EXTENT OF CONTRACT: This contract supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties.


IN WITNESS WHEREOF, the parties have herewith executed their signatures.

CITY OF CORVALLIS



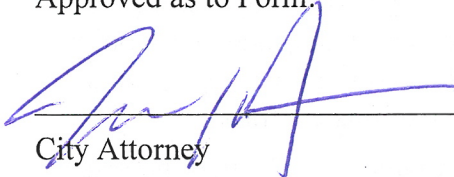
Ken Gibb  
Department Director

CONTRACTOR

 June 5, 2014

Mark Lindgren

Approved as to Form:



City Attorney